

**HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT**

January 21, 2021

AGENDA PACKAGE

**Call in Number 800-747-5150
Access Code: 2836125**

Heritage Oak Park Community Development District
Inframark, Infrastructure Management Services
210 N. University Drive, #702, Coral Springs, FL 33071
Tel: 954-603-0033

January 14, 2020

Call in Number 800-747-5150
Access Code: 2836125

Board of Supervisors
Heritage Oak Park Community
Development District

Dear Board Members:

The Board of Supervisors of the Heritage Oak Park CDD will hold their regular Board meeting on Thursday, January 21, 2021 at 10:00 a.m. at 19520 Heritage Oak Boulevard, Port Charlotte FL 33948. Following is the advanced agenda:

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments on Agenda Items
4. Approval of Consent Agenda
 - A. Approval of the Minutes of the December 10, 2020 Meeting
 - B. Financial Statements and Check Register
5. Old Business
 - A. HOPCA Garage Request
 - B. Pool Repairs
6. New Business
 - A. Pool Reopening Plans
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
 - i. Consideration of E-Verify MOU
8. On-Site Administration Report – Project Updates
9. Supervisor Requests
10. Audience Comments
11. Adjournment

Any supporting material for the items listed above and not enclosed will be distributed at the meeting. I look forward to seeing you and, in the meantime, if you have any questions please contact me.

Sincerely,

Bob Koncar,
District Manager

Fourth Order of Business

4A.

**MINUTES OF MEETING
HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Heritage Oak Park Community Development District was held on Thursday, December 10, 2020 at 10:00 a.m. at the Heritage Oak Park Lodge, 19520 Heritage Oak Boulevard, Port Charlotte, Florida, Call-In Number 800-747-5150; Access Code 2836125.

Present and constituting a quorum were:

Paul Falduto, Jr.	Chairperson
Ed Carey	Vice Chairperson
Brian Bitgood	Assistant Secretary
Steve Horsman	Assistant Secretary
Kent Weeks	Assistant Secretary

Also present were:

Robert Koncar	District Manager
Jordan Lansford	District Manager
Michelle Egan	Project Manager
Audience	

The following is a summary of the minutes and actions taken at the December 10, 2020 meeting of the Heritage Oak Park CDD Board of Supervisors.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

- Mr. Bitgood called the meeting to order and Mr. Koncar called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

- The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

- There were no comments.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the October 15, 2020 Meeting
- B. Financial Statements and Check Register

- Changes were made to the minutes, which will be incorporated into the amended minutes.

On MOTION by Mr. Bitgood seconded by Mr. Horsman, with all in favor, the Consent Agenda was approved, as amended.

FIFTH ORDER OF BUSINESS

Old Business

A. Activities Suspension Extension

On MOTION by Mr. Bitgood seconded by Mr. Weeks, with all in favor, the Activities Suspension Extension through March 31, 2021, was approved.

B. HOPCA Garage Request

On MOTION by Mr. Carey seconded by Mr. Weeks, with all in favor, the request to share the garage with the HOA, having Mr. Falduto and Mrs. Egan working out an agreement, as set forth in an interlocal agreement, was approved.

- Discussion ensued.

C. Pool Repairs – Change Order

On MOTION by Mr. Bitgood seconded by Mr. Horsman, with all in favor, Pool Change Order adding electrical work in the amount of \$18,900, was approved.

- Ms. Egan gave an update on all changes and permitting for the pool.
- Mr. Falduto gave an update on the history of the pool issues.

SIXTH ORDER OF BUSINESS

New Business

A. Bocce Court Rules

On MOTION by Mr. Weeks seconded by Mr. Bitgood, with all in favor, policy guidelines from Bocce Ball players for operation of the Bocce Ball courts was approved.

- Ms. Egan will obtain quotes for potential covering of the Bocce Ball courts.

B. Streetlight Installation in the Park

On MOTION by Mr. Horsman seconded by Mr. Weeks, with all in favor, a discussion of streetlights as reported by Supervisor Horsman from the November meeting, was approved.

On MOTION by Mr. Horsman seconded by Mr. Bitgood, with all in favor, installation of replacement fixtures on ten streetlights in the park, with a not-to-exceed amount of \$12,000, was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

- There being no report, the next item followed.

B. Engineer

- There being no report, the next item followed.

C. Manager

- Mr. Koncar noted because the date of the meeting was moved up, the financials were not included in the meeting agenda.

EIGHTH ORDER OF BUSINESS**On-Site Administration Report –
Project Updates**

- Ms. Egan stated that a licensed contractor has been used for the pool.
- Ms. Egan gave an update on getting a proposal from the engineer for the irrigation main line.

NINTH ORDER OF BUSINESS**Supervisor Requests**

- Mr. Horsman stated he hopes that residents are now satisfied with the pool project.
- Mr. Weeks asked how to get a crosswalk added to Quesada Avenue at the park.

On MOTION by Mr. Weeks seconded by Mr. Horsman, with all in favor, having Mr. Falduto send a letter to the County requesting a crosswalk be added on Quesada Avenue from the park to the other side of the road, was approved.

- Mr. Carey requested clarification of the concrete deck depth around the pool. Discussion ensued on the pool lift and what size is appropriate.

On MOTION by Mr. Horsman seconded by Mr. Carey, with all in favor, the installation of the foundation for a large Pool Lift (up to 500 pounds) was approved.

- Mr. Falduto asked for a motion to distribute District Staff Christmas gifts.

On MOTION by Mr. Bitgood seconded by Mr. Weeks, with all in favor, distribution of Christmas gifts for District Staff was approved.

- Mr. Falduto stated the CDD and HOPCA are working together to bring Covid-19 vaccines to District grounds for residents to have administered.
- Mr. Bitgood stated he wanted to thank all District Staff for their efforts to get things accomplished in the District.
- Mr. Koncar requested that Ms. Egan draft a list of all accomplishments for this past year and it be brought to the next meeting.

TENTH ORDER OF BUSINESS**Audience Comments**

- An audience member requested clarification on the Covid-19 vaccination.

ELEVENTH ORDER OF BUSINESS**Adjournment**

- There being no further business,

On MOTION by Mr. Horsman seconded by Mr. Bitgood with all in favor, the meeting was adjourned.
--

Secretary

Paul Falduto
Chairman

4B.

HERITAGE OAK PARK
Community Development District

Financial Report

December 31, 2020

Prepared by



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HERITAGE OAK PARK
Community Development District

Financial Statements

(Unaudited)

December 31, 2020

Balance Sheet
December 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 DEBT SERVICE FUND	SERIES 2020 CAPITAL PROJECTS FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 1,203,729	\$ -	\$ -	\$ 1,203,729
Cash On Hand/Petty Cash	200	-	-	200
Accounts Receivable - Other	1,657	-	-	1,657
Allow -Doubtful Accounts	(1,328)	-	-	(1,328)
Assessments Receivable	1,328	-	-	1,328
Due From Other Funds	-	150,041	-	150,041
Investments:				
Money Market Account	51,753	-	-	51,753
Cost of Issuance Fund	-	-	3,000	3,000
Reserve Fund	-	18,548	-	18,548
Deposits	8,200	-	-	8,200
TOTAL ASSETS	\$ 1,265,539	\$ 168,589	\$ 3,000	\$ 1,437,128
LIABILITIES				
Accounts Payable	\$ 10,740	\$ -	\$ -	\$ 10,740
Accrued Expenses	3,107	-	-	3,107
Sales Tax Payable	6	-	-	6
Deposits	6,955	-	-	6,955
Due To Other Funds	150,041	-	-	150,041
TOTAL LIABILITIES	170,849	-	-	170,849
FUND BALANCES				
Nonspendable:				
Deposits	8,200	-	-	8,200
Restricted for:				
Debt Service	-	168,589	-	168,589
Capital Projects	-	-	3,000	3,000
Assigned to:				
Operating Reserves	242,141	-	-	242,141
Reserves - Arbor	2,500	-	-	2,500
Reserves -Roads & Streetlights	98,550	-	-	98,550
Reserves - Roof	85,000	-	-	85,000
Reserves - Swimming Pools	28,975	-	-	28,975
Unassigned:	629,324	-	-	629,324
TOTAL FUND BALANCES	\$ 1,094,690	\$ 168,589	\$ 3,000	\$ 1,266,279
TOTAL LIABILITIES & FUND BALANCES	\$ 1,265,539	\$ 168,589	\$ 3,000	\$ 1,437,128

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-20 BUDGET	DEC-20 ACTUAL
REVENUES							
Interest - Investments	\$ 5,000	\$ 1,250	\$ 52	\$ (1,198)	1.04%	\$ 417	\$ 15
Interlocal Agreement	3,000	750	750	-	25.00%	-	-
Room Rentals	500	-	-	-	0.00%	-	-
Recreational Activity Fees	53,200	-	-	-	0.00%	-	-
Special Assmnts- Tax Collector	973,784	791,940	791,573	(367)	81.29%	553,940	548,971
Special Assmnts- Discounts	(38,951)	(31,100)	(31,051)	49	79.72%	(21,500)	(21,528)
Other Miscellaneous Revenues	3,800	34	34	-	0.89%	-	-
Gate Bar Code/Remotes	1,000	60	56	(4)	5.60%	-	-
Access Cards	600	38	35	(3)	5.83%	-	-
TOTAL REVENUES	1,001,933	762,972	761,449	(1,523)	76.00%	532,857	527,458
EXPENDITURES							
Administration							
P/R-Board of Supervisors	12,000	3,000	2,800	200	23.33%	1,000	1,000
FICA Taxes	918	230	214	16	23.31%	77	77
ProfServ-Engineering	10,000	2,500	2,608	(108)	26.08%	-	-
ProfServ-Legal Services	6,000	1,500	786	714	13.10%	500	459
ProfServ-Mgmt Consulting Serv	65,547	16,387	16,387	-	25.00%	5,462	5,462
ProfServ-Special Assessment	11,112	11,112	11,112	-	100.00%	11,112	11,112
Auditing Services	5,750	-	-	-	0.00%	-	-
Communication/Freight - Gen'l	1,500	375	79	296	5.27%	125	27
Insurance - General Liability	10,836	10,836	8,423	2,413	77.73%	-	-
R&M-ADA Compliance	1,000	1,000	1,553	(553)	155.30%	-	-
Legal Advertising	1,100	388	388	-	35.27%	137	137
Miscellaneous Services	3,000	3	3	-	0.10%	-	-
Misc-Bank Charges	2,400	-	-	-	0.00%	-	-
Misc-Assessmnt Collection Cost	19,476	15,239	15,210	29	78.10%	10,560	10,549
Office Supplies	360	-	-	-	0.00%	-	-
Annual District Filing Fee	175	175	175	-	100.00%	-	-
Total Administration	151,174	62,745	59,738	3,007	39.52%	28,973	28,823
Other Public Safety							
R&M-Gate	2,700	327	327	-	12.11%	67	67
R&M-Gatehouse	1,000	-	-	-	0.00%	-	-
R&M-Security Cameras	3,600	-	-	-	0.00%	-	-
Total Other Public Safety	7,300	327	327	-	4.48%	67	67
Field							
Contracts-Mgmt Services	127,872	31,968	31,968	-	25.00%	10,656	10,656
Contracts-Lake and Wetland	6,120	1,530	1,530	-	25.00%	510	510
Contracts-Landscape	89,111	22,278	21,629	649	24.27%	7,426	7,210
Contracts-Irrigation	47,277	11,819	11,705	114	24.76%	3,940	3,902
Utility - General	43,320	10,830	6,594	4,236	15.22%	3,610	2,075
Utility - Water & Sewer	9,400	1,950	1,532	418	16.30%	650	556
Insurance - General Liability	43,647	43,647	35,956	7,691	82.38%	-	-
R&M-Drainage	15,000	6,150	6,150	-	41.00%	-	-
R&M-Entry Feature	7,500	-	-	-	0.00%	-	-
R&M-Irrigation	31,400	7,850	2,535	5,315	8.07%	-	-
R&M-Lake	22,100	9,225	9,225	-	41.74%	-	-
R&M-Plant Replacement	7,000	382	382	-	5.46%	-	-

HERITAGE OAK PARK
Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-20 BUDGET	DEC-20 ACTUAL
R&M-Trees and Trimming	6,000	-	-	-	0.00%	-	-
R&M-Pumps	2,160	-	-	-	0.00%	-	-
Misc-Special Projects	10,930	1,050	1,050	-	9.61%	-	-
Misc-Hurricane Expense	5,000	-	-	-	0.00%	-	-
Misc-Contingency	5,000	530	530	-	10.60%	529	529
Capital Outlay	5,000	-	-	-	0.00%	-	-
Total Field	483,837	149,209	130,786	18,423	27.03%	27,321	25,438
<u>Road and Street Facilities</u>							
R&M-Parking Lots	1,000	-	-	-	0.00%	-	-
R&M-Roads & Alleyways	4,000	-	-	-	0.00%	-	-
R&M-Sidewalks	10,000	84	84	-	0.84%	84	84
R&M-Streetlights	10,000	2,675	2,675	-	26.75%	2,675	2,675
Misc-Contingency	3,000	-	-	-	0.00%	-	-
Cap Outlay - Sidewalk Impr	10,000	1,250	1,250	-	12.50%	1,250	1,250
Cap Outlay - Streetlight Impr	5,000	-	-	-	0.00%	-	-
Reserve - Roads & Streetlights	5,369	2,250	2,250	-	41.91%	2,250	2,250
Total Road and Street Facilities	48,369	6,259	6,259	-	12.94%	6,259	6,259
<u>Parks and Recreation - General</u>							
Contracts-Mgmt Services	74,991	18,748	2,613	16,135	3.48%	6,249	871
Contracts-Janitorial Services	18,960	4,740	4,740	-	25.00%	1,580	1,580
Contracts-Pools	10,800	2,700	2,700	-	25.00%	900	900
Contracts-Pest Control	1,100	1,100	1,048	52	95.27%	-	-
Communication - Telephone	8,256	2,064	2,099	(35)	25.42%	688	723
R&M-Clubhouse	57,500	1,500	1,251	249	2.18%	100	14
R&M-Parks	15,000	500	365	135	2.43%	500	365
R&M-Pools	9,000	325	308	17	3.42%	100	63
R&M-Tennis Courts	2,500	27	27	-	1.08%	27	27
Miscellaneous Services	2,400	600	395	205	16.46%	200	36
Misc-Holiday Decor	750	-	-	-	0.00%	-	-
Misc-Cable TV Expenses	3,660	915	867	48	23.69%	305	280
Office Supplies	3,000	750	738	12	24.60%	250	211
Op Supplies - General	6,000	1,500	612	888	10.20%	500	286
Cap Outlay - Equipment	8,000	-	-	-	0.00%	-	-
Cap Outlay-Clubhouse	15,000	-	-	-	0.00%	-	-
Reserve - Roof	25,000	-	-	-	0.00%	-	-
Reserve - Swimming Pools	3,000	3,000	4,386	(1,386)	146.20%	3,000	4,386
Total Parks and Recreation - General	264,917	38,469	22,149	16,320	8.36%	14,399	9,742
<u>Special Recreation Facilities</u>							
Miscellaneous Services	4,500	-	-	-	0.00%	-	-
Misc-Event Expense	21,000	-	-	-	0.00%	-	-
Misc-Social Committee	26,700	-	-	-	0.00%	-	-
Misc-Trips and Tours	500	-	-	-	0.00%	-	-
Office Supplies	500	-	-	-	0.00%	-	-
Total Special Recreation Facilities	53,200	-	-	-	0.00%	-	-
TOTAL EXPENDITURES	1,008,797	257,009	219,259	37,750	21.73%	77,019	70,329

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-20 BUDGET	DEC-20 ACTUAL
Excess (deficiency) of revenues							
Over (under) expenditures	(6,864)	505,963	542,190	36,227	-7899.04%	455,838	457,129
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	(6,864)	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	(6,864)	-	-	-	0.00%	-	-
Net change in fund balance	\$ (6,864)	\$ 505,963	\$ 542,190	\$ 36,227	-7899.04%	\$ 455,838	\$ 457,129
FUND BALANCE, BEGINNING (OCT 1, 2020)	552,500	552,500	552,500				
FUND BALANCE, ENDING	\$ 545,636	\$ 1,058,463	\$ 1,094,690				

HERITAGE OAK PARK
Community Development District

Series 2020 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-20 BUDGET	DEC-20 ACTUAL
REVENUES							
Special Assmnts- Tax Collector	\$ 197,323	\$ 110,000	\$ 160,284	\$ 50,284	81.23%	\$ 72,000	\$ 110,959
Special Assmnts- Discounts	(7,893)	(4,539)	(6,292)	(1,753)	79.72%	(2,880)	(4,362)
TOTAL REVENUES	189,430	105,461	153,992	48,531	81.29%	69,120	106,597
EXPENDITURES							
Administration							
Misc-Assessmnt Collection Cost	3,946	2,200	3,080	(880)	78.05%	1,440	2,132
Total Administration	3,946	2,200	3,080	(880)	78.05%	1,440	2,132
Debt Service							
Interest Expense	51,979	14,794	871	13,923	1.68%	-	-
Total Debt Service	51,979	14,794	871	13,923	1.68%	-	-
TOTAL EXPENDITURES	55,925	16,994	3,951	13,043	7.06%	1,440	2,132
Excess (deficiency) of revenues Over (under) expenditures	133,505	88,467	150,041	61,574	112.39%	67,680	104,465
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	133,505	-	-	-	0.00%	-	-
TOTAL FINANCING SOURCES (USES)	133,505	-	-	-	0.00%	-	-
Net change in fund balance	\$ 133,505	\$ 88,467	\$ 150,041	\$ 61,574	112.39%	\$ 67,680	\$ 104,465
FUND BALANCE, BEGINNING (OCT 1, 2020)	18,548	18,548	18,548				
FUND BALANCE, ENDING	\$ 152,053	\$ 107,015	\$ 168,589				

Statement of Revenues, Expenditures and Changes in Fund Balances
 For the Period Ending December 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	DEC-20 BUDGET	DEC-20 ACTUAL
EXPENDITURES							
Physical Environment							
Capital Outlay	-	-	200,000	(200,000)	0.00%	-	200,000
Total Physical Environment	-	-	200,000	(200,000)	0.00%	-	200,000
Construction In Progress							
Construction in Progress	-	-	184,538	(184,538)	0.00%	-	184,538
Total Construction In Progress	-	-	184,538	(184,538)	0.00%	-	184,538
TOTAL EXPENDITURES	-	-	384,538	(384,538)	0.00%	-	384,538
Excess (deficiency) of revenues Over (under) expenditures	-	-	(384,538)	(384,538)	0.00%	-	(384,538)
OTHER FINANCING SOURCES (USES)							
Debt Proceeds	-	-	384,538	384,538	0.00%	-	384,538
TOTAL FINANCING SOURCES (USES)	-	-	384,538	384,538	0.00%	-	384,538
Net change in fund balance	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -
FUND BALANCE, BEGINNING (OCT 1, 2020)	-	-	3,000				
FUND BALANCE, ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,000</u>				

**Notes to the Financial Statements
December 2020**

Financial Overview / Highlights

- ▶ Total General Fund revenues are at approximately 76.0% of the Annual Budget.
- ▶ Total General Fund expenditures are at approximately 21.7% of the Annual Budget.

Balance Sheet

Account Name	Annual Budget	YTD Actual	Explanation
Assets			
Accounts Receivable-Other		1,657	Accrued Interlocal agreement-4th Qtr 2020 and 1st Qtr 2021, HOA purchases to be reimbursed (\$157).
Allowance-Doubtful Accounts		(1,328)	Allowance for assessments uncollected from FY 2013.
Assessments Receivable		1,328	Assessments uncollected from FY 2013.
Due From Other Funds		150,041	Due from General Fund to Debt Service
Deposits		8,200	Deposits with FPL for sprinkler pumps and street lights.
Liabilities			
Accounts Payable		10,740	Invoices for current month but not paid in current month.
Accrued Expenses		2,611	Pool service, utilities
Deposits		6,955	Balance of Fitness Room key deposits to be reimbursed.
Due to Other Funds		150,041	Due from General Fund to Debt Service

Variance Analysis

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
General Fund 001				
Revenues				
Interlocal Agreement	3,000	750	25.00%	Accrued 1st Qtr
Special Assessments-Tax Collector	973,784	791,573	81.29%	Collections were at 76.32% at this time last year.
Expenditures				
<u>Administrative</u>				
ProfServ-Engineering	10,000	2,608	26.08%	Work on drainage project, review requisitions
ProfServ-Special Assessment	11,112	11,112	100.00%	Assessment roll preparation fees.
Insurance-General Liability	10,836	8,423	77.73%	Insurance paid in full for year includes new increase for revised valuations
R&M-ADA Compliance	1,000	1,553	155.30%	Webhosting paid in full for the year
Legal Advertising	1,100	388	35.27%	Meeting and workshop notices
<u>Field</u>				
Insurance - General Liability	43,647	35,956	82.38%	Insurance paid in full for year includes new increase for revised valuations
R&M-Drainage	15,000	6,150	41.00%	Erosion control areas 4 & 5
R&M-Lake	22,100	9,225	41.74%	Erosion control areas 1, 2 & 3
<u>Road & Street</u>				
R&M-Streetlights	10,000	2,675	26.75%	Materials to replace streetlight heads, replace photo cell/contact for street light
Reserves-Roads & Streetlights	5,369	2,250	41.91%	Materials to replace streetlight heads

**Notes to the Financial Statements
December 2020**

Account Name	Annual Budget	YTD Actual	% of Budget	Explanation
<u>Parks & Recreation</u>				
Contracts-Mgmt Services	74,991	2,613	3.48%	Reduced fees due to elimination of position
Contracts-Pest Control	1,100	1,048	95.27%	Pest control and subterranean paid for year
Communication - Telephone	8,256	2,061	24.96%	Phone services for the Lodge/Sports Bar
R&M-Pools	9,000	4,694	52.16%	Pool perfect, pressure test & leak detection service
Capital Fund 303				
Expenditures				
<u>Physical Environment</u>				
Capital Outlay	-	200,000	0.00%	Req 001 - to payback general fund for expenses related to irrigation fund
<u>Construction in Progress</u>				
Construction in Progress	-	184,538	0.00%	Reqs 002-006 - Pool renovation 50%, french drain

HERITAGE OAK PARK

Community Development District

Supporting Schedules

December 31, 2020

Non-Ad Valorem Special Assessments - Charlotte County Tax Collector
Monthly Collection Distributions
For the Fiscal Year Ending September 30, 2021

					ALLOCATION	
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Assessments	Debt Service Fund Assessments
Assessments Levied				\$1,171,106	\$ 973,783	\$ 197,323
Allocation %				100%	83%	17%
11/06/20	\$ 33,071	\$ 1,378	\$ 675	\$ 35,124	\$ 29,182	\$ 5,942
11/12/20	1,588	66	32	1,686	1,404	282
11/18/20	79,578	3,316	1,624	84,518	70,205	14,313
11/24/20	160,627	6,693	3,278	170,598	141,810	28,788
12/03/20	184,364	7,682	3,763	195,808	162,867	32,941
12/10/20	179,444	7,477	3,662	190,583	158,650	31,933
12/17/20	257,552	10,731	5,256	273,540	227,455	46,085
TOTAL	\$ 896,224	\$ 37,343	\$ 18,290	\$ 951,857	\$ 791,573	\$ 160,284
% COLLECTED				81%	81%	81%
TOTAL OUTSTANDING				\$ 219,249	\$ 182,210	\$ 37,039

Cash and Investment Report
December 31, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND			
Operating Checking Account	BankUnited	0.00%	\$1,173,684
Operating Checking Account	Valley Bank	0.10%	\$30,045
		Subtotal	\$1,203,729
Petty Cash - Property Manager	N/A	N/A	\$200
Money Market Account	BankUnited	0.30%	\$51,753 (1)
DEBT SERVICE FUND			
Series 2020 Reserve Fund	US Bank	0.00%	\$18,548
CAPITAL PROJECTS FUND			
Series 2020 Cost of Issuance Fund	US Bank	0.00%	\$3,000
		Grand Total	\$1,277,230

NOTE 1 - Invested Funds into a Money Market Account with BankUnited.

Heritage Oak Park CDD

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Bank Reconciliation

Bank Account No. 7282 Bank United GF
Statement No. 12-20
Statement Date 12/31/2020

G/L Balance (LCY)	1,173,683.97	Statement Balance	1,176,858.92
G/L Balance	1,173,683.97	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	1,176,858.92
Subtotal	1,173,683.97	Outstanding Checks	3,174.95
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	1,173,683.97	Ending Balance	1,173,683.97
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/29/2019	Payment	2128	LINDA M. NADELIN	184.70	0.00	184.70
3/20/2020	Payment	2297	BRAD WARREN	36.00	0.00	36.00
3/20/2020	Payment	2324	PHILIP GARTLAND	18.00	0.00	18.00
12/22/2020	Payment	2629	TODD PROA	2,936.25	0.00	2,936.25
Total Outstanding Checks.....				3,174.95		3,174.95

Heritage Oak Park CDD

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Bank Reconciliation

Bank Account No. 0663 Valley Bank GF
Statement No. 12-20
Statement Date 12/31/2020

G/L Balance (LCY)	30,044.83	Statement Balance	30,044.83
G/L Balance	30,044.83	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	30,044.83
Subtotal	30,044.83	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	30,044.83	Ending Balance	30,044.83
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
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HERITAGE OAK PARK

Community Development District

Payment Register by Fund
For the Period from 11/01/20 to 12/31/20
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2584	11/05/20	CENTURYLINK	10192020-8717	10/19/20-11/18/20 #311078717	Communication - Telephone	541003-57201	\$687.58
001	2585	11/05/20	COMCAST	10262020-4227	ACCT# 8535100601234227 10/30/20-11/29/20	Misc-Cable TV Expenses	549039-57201	\$292.42
001	2586	11/05/20	COPIERS PLUS	2020-0730	OCT20 COPIES	Office Supplies	551002-57201	\$25.00
001	2587	11/05/20	COVERALL OF FT. MYERS	1160261730	CLEANING SERVICE 11/1-11/30/20	Contracts-Janitorial Services	534026-57201	\$1,580.00
001	2588	11/05/20	FPL	10222020-53151 CHECK	ACCT# 72189-53151 09/23/20-10/22/20	Utility - General	543001-53901	\$18.67
001	2589	11/05/20	GREATAMERICA FINANCIAL SVCS	28014641	COPIER LEASE FOR 10/20	Office Supplies	551002-57201	\$104.86
001	2590	11/05/20	INNERSYNCE STUDIO LTD	19026	WEBSITE SERVICE 11/1-10/31/20	R&M-ADA Compliance	546350-51301	\$1,552.50
001	2591	11/05/20	JMT	4-165120R	PROFESSIONAL SERVICE THRU 12/28/19	ProfServ-Engineering	531013-51501	\$1,490.00
001	2592	11/05/20	JOE MARLIN CARVER	025067	EROSION CONTROL AREA 2	R&M-Lake	546042-53901	\$3,075.00
001	2592	11/05/20	JOE MARLIN CARVER	025070	EROSION CONTROL AREA 5	R&M-Drainage	546019-53901	\$3,075.00
001	2592	11/05/20	JOE MARLIN CARVER	025069	EROSION CONTROL AREA 4	R&M-Drainage	546019-53901	\$3,075.00
001	2592	11/05/20	JOE MARLIN CARVER	025068	EROSION CONTROL AREA 3	R&M-Lake	546042-53901	\$3,075.00
001	2592	11/05/20	JOE MARLIN CARVER	025066	EROSION CONTROL AREA 1	R&M-Lake	546042-53901	\$3,075.00
001	2593	11/05/20	LAKE & WETLAND MANAGEMENT	8665-WC	11/20 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$510.00
001	2594	11/05/20	MAINSCAPE	1251360	11/20 IRRIGATION MAINT	Contracts-Irrigation	534073-53901	\$3,901.50
001	2594	11/05/20	MAINSCAPE	1251674	RPR 2" MAINLINE BEHIND 1266 GOT	Contracts-Irrigation	534073-53901	\$2,534.60
001	2595	11/05/20	PERSSON, COHEN & MOONEY, P.A.	25311	LEGAL SERVICE FOR 10/20	ProfServ-Legal Services	531023-51401	\$262.00
001	2596	11/05/20	SECURITY ALARM CORPORATION	226367	ER & EXIT LIGHT INSPECTION	R&M-Clubhouse	546015-57201	\$168.00
001	2597	11/05/20	STAPLES CREDIT PLAN	10282020-7190	POSTIT NOTES/COTTONELLE/INK/FOLDERS	Office Supplies	551002-57201	\$137.91
001	2598	11/05/20	SUN NEWSPAPERS	10152020	NEWSPAPER 13 WEEKS	R&M-Clubhouse	546015-57201	\$77.96
001	2599	11/12/20	SECURITY ALARM CORPORATION	226936	MONITORING FOR 11/08/20-02/07/21	R&M-Clubhouse	546015-57201	\$144.00
001	2600	11/19/20	FEDEX	7-162-80745	SERVICE FOR 10/14/20	Communication/Freight - Gen'l	541001-51301	\$14.10
001	2602	11/24/20	ENVIRO WATER UTILITIES LLC	958	2 PALLETS OF SOD	Misc-Special Projects	549053-53901	\$1,050.00
001	2603	11/24/20	HOME DEPOT CREDIT SERVICES	11052020-6325	PURCHASES FOR 10/05/20-11/04/20	Supplies for Testing Date	552001-57201	\$70.10
001	2604	11/24/20	INFRAMARK, LLC	57398	11/20 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,462.25
001	2604	11/24/20	INFRAMARK, LLC	57398	11/20 MANAGEMENT FEES	Contracts-Mgmt Services	534001-53901	\$10,656.00
001	2604	11/24/20	INFRAMARK, LLC	57398	11/20 MANAGEMENT FEES	Communication/Freight - Gen'l	541001-51301	\$17.00
001	2604	11/24/20	INFRAMARK, LLC	57398	11/20 MANAGEMENT FEES	Miscellaneous Services	549001-51301	\$3.01
001	2604	11/24/20	INFRAMARK, LLC	57398	11/20 MANAGEMENT FEES	Contracts-Mgmt Services	534001-57201	\$871.01
001	2605	11/24/20	JMT	11-165941	PROFESSIONAL SERVICE 08/23/20-10/24/20	ProfServ-Engineering	531013-51501	\$1,867.50
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Shred-It Shredding	549001-57201	\$287.10
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Locks for Cabinets	546015-57201	\$120.00
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Microsoft 365 for BOS Tablets	551002-57201	\$99.00
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Disinfecting Wipes	546015-57201	\$19.24
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Toilet Paper	552001-57201	\$41.96
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Clorox Wipes	552001-57201	\$14.98
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Supplies for Testing Day	549001-57201	\$49.80
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Donuts for Workshop (Audit Services)	549001-57201	\$22.65
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Lift to Clean Outside of the Buildings	546015-57201	\$707.66
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Paper Towels, Water	552001-57201	\$76.34
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Gate Remotes	546034-52901	\$149.85
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Supplies	551002-57201	\$28.33
001	2606	11/24/20	SUNTRUST BANK	11022020-8114	11/02/20 STATEMENT PURCHASES	Supplies	549900-53901	\$0.99
001	2607	12/03/20	ARTISTREE LANDSCAPE	152663	11/20 MONTHLY GROUNDS MAINT	Contracts-Landscape	534050-53901	\$7,209.62
001	2608	12/03/20	CHARLOTTE COUNTY UTILITIES	111220-101597	26307-101597 10/8-11/9/2020	Utility - Water & Sewer	543021-53901	\$492.97
001	2609	12/03/20	COPIERS PLUS	2020-0890	DEC20 COPIES	Office Supplies	551002-57201	\$35.26
001	2610	12/03/20	FPL	11202020-53151 CHECK	ACCT# 72189-53151 10/22/20-11/20/20	Utility - General	543001-53901	\$18.78
001	2611	12/03/20	HOWARD DENNIS BELL ii	708	RMV ORCHID-1506 RED OAK LANE/GRIND STUMP	R&M-Trees and Trimming	546099-53901	\$685.00
001	2612	12/03/20	LAKE & WETLAND MANAGEMENT	8775-WC	12/20 LAKE MAINT	Contracts-Lake and Wetland	534021-53901	\$510.00
001	2613	12/10/20	CENTURYLINK	11192020-8717	11/19/20-12/18/20 #311078717	Communication - Telephone	541003-57201	\$688.69
001	2614	12/10/20	COMCAST	11262020-4227	ACCT# 8535100601234227 11/30/20-12/29/20	Misc-Cable TV Expenses	549039-57201	\$279.88
001	2615	12/10/20	COVERALL OF FT. MYERS	1160262322	CLEANING SERVICE 12/1-12/31/20	Contracts-Janitorial Services	534026-57201	\$1,580.00
001	2616	12/10/20	GOOD NEWS PEST SOLUTIONS	11102020	SUBTERRANEAN RENEWAL FY2020	Contracts-Pest Control	534125-57201	\$250.00
001	2616	12/10/20	GOOD NEWS PEST SOLUTIONS	11242020-9382	COMMERCIAL FULL SERVICE LODGE/POOL/GRD HSE	Contracts-Pest Control	534125-57201	\$798.00
001	2617	12/10/20	GREATAMERICA FINANCIAL SVCS	28206963	COPIER LEASE FOR 11/20	Office Supplies	551002-57201	\$104.86
001	2618	12/10/20	MAINSCAPE	1252385	12/20 IRRIGATION MAINT	Contracts-Irrigation	534073-53901	\$3,901.50
001	2619	12/10/20	PERSSON, COHEN & MOONEY, P.A.	25387	LEGAL SERVICE FOR 11/20	ProfServ-Legal Services	531023-51401	\$65.50

HERITAGE OAK PARK

Community Development District

Payment Register by Fund
For the Period from 11/01/20 to 12/31/20
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	2620	12/10/20	STAPLES CREDIT PLAN	11272020-7190	MISC OFFICE SUPPLIES	3 Ring Binder	551002-57201	\$2.48
001	2620	12/10/20	STAPLES CREDIT PLAN	11272020-7190	MISC OPERATING SUPPLIES	Toilet Paper, Alcohol Wipes	552001-57201	\$104.07
001	2621	12/10/20	THE CHARLOTTE COUNTY HOMELESS COALITION, INC	12082020	50/50 MONEY OWED FROM FASHION SHOW 3/6/20	50/50 Money	103000	\$450.00
001	2622	12/10/20	ELECTRICAL SOLUTIONS OF SW	7268	MATERIALS TO REPLACE STREETLIGHT HEADS	Reserve - Roads & Streetlights	568136-54101	\$1,250.00
001	2622	12/10/20	ELECTRICAL SOLUTIONS OF SW	7268	MATERIALS TO REPLACE STREETLIGHT HEADS	Cap Outlay - Sidewalk Impr	564026-54101	\$1,250.00
001	2622	12/10/20	ELECTRICAL SOLUTIONS OF SW	7268	MATERIALS TO REPLACE STREETLIGHT HEADS	Reserve - Roads & Streetlights	568136-54101	\$1,000.00
001	2622	12/10/20	ELECTRICAL SOLUTIONS OF SW	7268	MATERIALS TO REPLACE STREETLIGHT HEADS	R&M-Streetlights	546095-54101	\$2,500.00
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Battery	546015-57201	\$13.90
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Golf Cart Water	549900-53901	\$7.00
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	OP Supplies-Water	552001-57201	\$8.76
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Paper Towels, Trash Bags	552001-57201	\$57.34
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Plaque-Ed Carey	549001-57201	\$35.90
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Toilet Tissue	552001-57201	\$26.94
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Maintenance Golf Cart Repairs	549900-53901	\$521.86
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Coffee, Trash Bags, Dawn, Air Freshener	552001-57201	\$74.62
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Gate Pins	546034-52901	\$67.48
001	2623	12/10/20	SUNTRUST BANK	12022020-8114	12/02/20 STATEMENT PURCHASES	Misc Supplies	549001-57501	\$39.00
001	2624	12/16/20	FEDEX	7-198-98858	SERVICE FOR 11/19/20	Communication/Freight - Gen'l	541001-51301	\$14.14
001	2625	12/16/20	SUN NEWSPAPERS	22267-120320	NOTICE OF MEETINGS 12/05/20	Legal Advertising	548002-51301	\$137.28
001	2626	12/22/20	CHARLOTTE COUNTY UTILITIES	12102020-080703	ACCT# 26307-080703 11/09/20-12/08/20	Utility - Water & Sewer	543021-53901	\$63.17
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	OP Supplies	552001-57201	\$43.77
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	Trash Bags	552001-57201	\$35.94
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	Pond Pump	546074-57201	\$119.00
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	Tennis Court Cable Ties	546442-57201	\$26.52
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	Grouting Gloves/Masonline	546084-54101	\$40.64
001	2627	12/22/20	HOME DEPOT CREDIT SERVICES	120420-6325	PURCHASES FOR 11/04/20-12/03/20	Walkway-Trowel/Concrete	546084-54101	\$43.41
001	2628	12/22/20	INFRAMARK, LLC	58550	12/20 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,462.25
001	2628	12/22/20	INFRAMARK, LLC	58550	12/20 MANAGEMENT FEES	Contracts-Mgmt Services	534001-53901	\$10,656.00
001	2628	12/22/20	INFRAMARK, LLC	58550	12/20 MANAGEMENT FEES	Communication/Freight - Gen'l	541001-51301	\$12.50
001	2628	12/22/20	INFRAMARK, LLC	58550	12/20 MANAGEMENT FEES	Misc-Assessmnt Collection Cost	549070-51301	\$11,112.00
001	2628	12/22/20	INFRAMARK, LLC	58550	12/20 MANAGEMENT FEES	Contracts-Mgmt Services	534001-57201	\$871.01
001	2629	12/22/20	TODD PROA	00097095	PERMIT-POOL	Permit	546074-57201	\$1,486.25
001	2629	12/22/20	TODD PROA	00097097	KEYENCE LASER MEASUREMENT OF POOL	R&M-Pools	546074-57201	\$1,450.00
001	DD00172	11/02/20	CHARLOTTE COUNTY UTILITIES	101220-101597 ACH	26307-101597 09/09/20-10/08/20	Utility - Water & Sewer	543021-53901	\$356.21
001	DD00173	11/02/20	CHARLOTTE COUNTY UTILITIES	101220-080703 ACH	26307-080703 09/09/20-10/08/20	Utility - Water & Sewer	543021-53901	\$63.17
001	DD00174	11/06/20	FPL	10222020-03218 ACH	ACCT# 01784-03218 09/23/20-10/22/20	Utility - General	543001-53901	\$56.25
001	DD00175	11/06/20	FPL	10222020-93219 ACH	ACCT# 25921-93219 09/23/20-10/22/20	Utility - General	543001-53901	\$57.86
001	DD00176	11/06/20	FPL	10222020-32211 ACH	ACCT# 94620-32211 09/23/20-10/22/20	Utility - General	543001-53901	\$100.85
001	DD00177	11/06/20	FPL	10222020-90214 ACH	ACCT# 65998-90214 09/23/20-10/22/20	Utility - General	543001-53901	\$64.13
001	DD00178	11/06/20	FPL	10222020-28333 ACH	ACCT# 36126-28333 09/23/20-10/22/20	Utility - General	543001-53901	\$517.78
001	DD00179	11/06/20	FPL	10222020-88335 ACH	ACCT# 87070-88335 09/23/20-10/22/20	Utility - General	543001-53901	\$1,223.87
001	DD00180	11/06/20	FPL	10222020-74219 ACH	ACCT# 89079-74219 09/23/20-10/22/20	Utility - General	543001-53901	\$277.83
001	DD00181	11/06/20	FPL	10222020-59344 ACH	ACCT# 96809-59344 09/23/20-10/22/20	Utility - General	543001-53901	\$51.68
001	DD00182	11/06/20	FPL	10222020-29333 ACH	ACCT# 90419-29333 09/23/20-10/22/20	Utility - General	543001-53901	\$68.33
001	DD00183	11/06/20	FPL	10222020-85535 ACH	ACCT# 92945-85535 09/23/20-10/22/20	Utility - General	543001-53901	\$57.26
001	DD00188	12/05/20	FPL	11202020-90214 ACH	ACCT# 65998-90214 10/22/20-11/20/20	Utility - General	543001-53901	\$52.45
001	DD00189	12/04/20	CHARLOTTE COUNTY UTILITIES	111220-080703 ACH	26307-080703 10/08/20-11/09/20	Utility - Water & Sewer	543021-53901	\$63.17
001	DD00190	12/05/20	FPL	11202020-32211 ACH	ACCT# 94620-32211 10/22/20-11/20/20	Utility - General	543001-53901	\$134.98
001	DD00191	12/05/20	FPL	11202020-59344 ACH	ACCT# 96809-59344 10/22/20-11/20/20	Utility - General	543001-53901	\$53.87
001	DD00192	12/05/20	FPL	11202020-85535 ACH	ACCT# 92945-85535 10/22/20-11/20/20	Utility - General	543001-53901	\$57.26
001	DD00193	12/05/20	FPL	11202020-29333 ACH	ACCT# 90419-29333 10/22/20-11/20/20	Utility - General	543001-53901	\$78.32
001	DD00194	12/05/20	FPL	11202020-74219 ACH	ACCT# 89079-74219 10/22/20-11/20/20	Utility - General	543001-53901	\$274.49
001	DD00195	12/05/20	FPL	11202020-88335 ACH	ACCT# 87070-88335 10/22/20-11/20/20	Utility - General	543001-53901	\$759.65
001	DD00196	12/05/20	FPL	11202020-28333 ACH	ACCT# 36126-28333 10/22/20-11/20/20	Utility - General	543001-53901	\$480.15
001	DD00197	12/05/20	FPL	11202020-93219 ACH	ACCT# 25921-93219 10/22/20-11/20/20	Utility - General	543001-53901	\$57.20
001	DD00198	12/05/20	FPL	11202020-03218 ACH	ACCT# 01784-03218 10/22/20-11/20/20	Utility - General	543001-53901	\$57.37

HERITAGE OAK PARK

Community Development District

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(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	2601	11/23/20	EDWARD A. CAREY	PAYROLL	November 23, 2020 Payroll Posting			\$184.70
001	DD00184	11/23/20	PAUL J. FALDUTO , JR	PAYROLL	November 23, 2020 Payroll Posting			\$184.70
001	DD00185	11/23/20	BRIAN R. BITGOOD	PAYROLL	November 23, 2020 Payroll Posting			\$184.70
001	DD00186	11/23/20	KENT D. WEEKS	PAYROLL	November 23, 2020 Payroll Posting			\$184.70
001	DD00187	11/24/20	STEPHEN R. HORSMAN	PAYROLL	November 24, 2020 Payroll Posting			\$184.70
001	DD00199	12/11/20	PAUL J. FALDUTO , JR	PAYROLL	December 11, 2020 Payroll Posting			\$184.70
001	DD00200	12/11/20	BRIAN R. BITGOOD	PAYROLL	December 11, 2020 Payroll Posting			\$184.70
001	DD00201	12/11/20	EDWARD A. CAREY	PAYROLL	December 11, 2020 Payroll Posting			\$184.70
001	DD00202	12/11/20	KENT D. WEEKS	PAYROLL	December 11, 2020 Payroll Posting			\$184.70
001	DD00203	12/11/20	STEPHEN R. HORSMAN	PAYROLL	December 11, 2020 Payroll Posting			\$184.70
Fund Total								\$112,905.29

Total Checks Paid	\$112,905.29
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Fifth Order of Business

5A

CDD Board
Heritage Oak Park
19520 Heritage Oak Blvd.
Port Charlotte, Florida 33948

January 4, 2021

Supervisors,

Continuing with the HOPCA request to share the CDD maintenance garage I have outlined the following items to be addressed.

- 1) The HOPCA garage can be used for storage by both CDD & HOPCA
- 2) In the event of not needing the HOPCA garage for storage, we could wait 6 months assess how our maintenance personnel are doing working together in the same space; if all is satisfactory then sell the HOPCA Garage with CDD getting the proceeds for possible future expansion of the maintenance garage.
- 3) HOPCA would not pay any fees (i.e. rent, assessment etc.), we would be willing to share in the costs for the electrical in the building.
- 4) A complete inventory, written and pictures, of both garages would be taken prior the move. This inventory would be certified by both the CDD & HOPCA Boards.
- 5) Going forward if tools for either division need to be purchased and only one is really required for our use(s) the two boards could split that cost and share that particular tool.
- 6) Tool sharing should be encouraged. If either maintenance person needs to borrow a tool, they would have to go to the appropriate Manager for permission to borrow the tool. The Manager will be informed when the tool has been returned; the Manager will have someone confirm that the tool has been returned in good working order.
- 7) On occasion when either of our maintenance personnel needs assistance, for a short period of time (a day or less) they should work together to both insure the safety of our workers and expedite a particular project.
- 8) The garage would have to be cleaned daily with a thorough cleaning every Friday,

In closing I feel that relocating the HOPCA maintenance person to the front garage is important. It works better logistically for the HOPCA Manager having our maintenance person in closer proximity to the lodge.

I realize this is a big undertaking and most of the benefit from this move is for the HOPCA side of the equation. In time I firmly believe it will prove beneficial to both Boards and the residents in the park.

Sincerely,

Stephen Horsman
HOPCA President

UP RIGHT STORAGE

12/29/2020

DRC Box

24"W X 33"D - 36"H

- GAGE TO BACK
GAGE OR
SEND BACK
TO MAINSCAPE -

33

SCALE 1/4" = 1'-0"

HOTCA

TOOL STAND

25X43

WALL CABINET

BENCH
72" X 32"

BENCH
102" X 24"

DRC
BENCH

WALL CABINET

HOTCA

CTD

FLOOR CABINETS

CTD

1 PAIR

PAIR

RED CAR

ALLOY MORE RECEPTILES

BENCH
96" X 24"

BENCH
66" X 24"

DOOR

DOOR

Seventh Order of Business

7Ci.

E-Verify

Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (OHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form 1-9, Employment Eligibility Verification (Form 1-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form 1-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form 1-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form 1-551 (Permanent Resident Card), Form 1-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form 1-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form 1-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form 1-9.

7. The Employer agrees to record the case verification number on the employee's Form 1-9 or to print the screen containing the case verification number and attach it to the employee's Form 1-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms 1-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form 1-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify OHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form 1-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form 1-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form 1-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article 11.6 of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article 11.8. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employers responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verifydhs.ciov. Please use "Privacy Incident — Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(1)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting OHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms 1-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form 1-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form 1-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form 1-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form 1-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form 1-9 consistent with Article II.A.6 or update the previous Form 1-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form 1-9 complies with Article II.A.6, H.
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form 1-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form 1-9 is otherwise valid and up-to-date and the form otherwise complies with Article 11.C.5, but reflects documentation (such as a U.S. passport or Form 1-551) that expired after completing Form 1-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. OHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. OHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless OHS determines that more than 10 days may be necessary. In such cases, OHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form 1-551, Form 1-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and OHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, OHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or OHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between OHS and the

Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security — Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	

Employer Identification Number:	
North American Industry Classification Systems Code:	
Parent Company:	
Number of Employees:	
Number of Sites Verified for:	
Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:	
State sites	Number of Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	